

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

-----x Case No.:
3:24-cv-09172-MAS-RLS

KEVIN BEASLEY and KEVIN BEASLEY
STUDIO, LLC,

Plaintiffs,

AFFIDAVIT OF MERIT

-against-

MICHAEL FANELLI,

Defendant.

-----X

STATE OF NEW JERSEY)
) ss.
COUNTY OF MONMOUTH)

MICHAEL FANELLI, being duly sworn, deposes and says:

1. I am the named defendant in this matter and do possess some knowledge regarding this lawsuit.

2. On or about October 29, 2024, my son found a document lying at the foot of the driveway at my home at 1 Denise Ct., Manalapan, New Jersey. See Exhibit “1.”

3. Prior to finding said document, I never spoke to anybody who was attempting to serve me with legal papers; nor was anyone at my home contacted by a process server attempting to serve papers.

4. I was out of town on that date, but when I did get home, I called the attorney whose name was on the document, Ms. Shan (Jessica) Chen.

5. Not having much experience with lawsuits, I asked Ms. Chen what the document was and

what it referred to. In response, she advised me to write a letter to the Court. At the time, I thought it was a bit irregular, but ultimately I did write the letter and forwarded to the Court. Exhibit “1.”

6. In the letter I emphasized that, to my knowledge, I had never been properly served with suit papers, and further that I was unaware of the nature of this lawsuit.

7. Later, I received in the mail a judgment against me personally. See Exhibit “2.”

8. At this point I contacted counsel to represent me.

9. I am advised by counsel that there is a requirement that I state a meritorious defense to this proceeding.

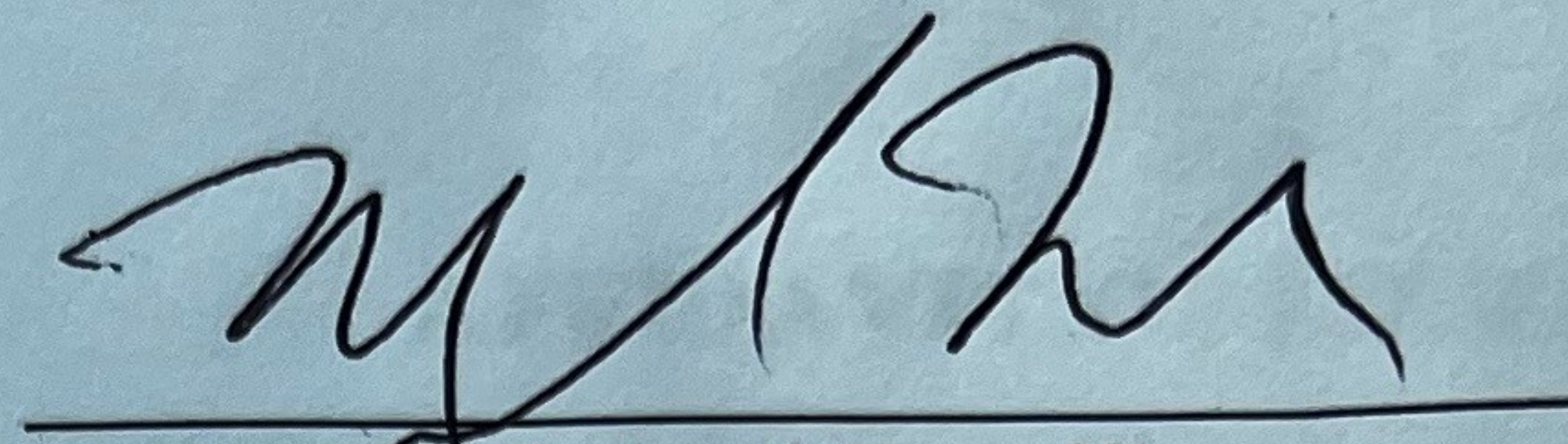
10. By way of brief background, I believe that this action is related to a lawsuit originally brought in New York against myself and Bayview Auto Wreckers (hereinafter “Bayview”). In that matter, neither myself nor Bayview was properly served and as a result a default judgment was entered in that action as well. See Exhibit “3.” I am in the process of addressing that default judgment as well.

11. In that New York action, Plaintiffs claimed that they had a contract with Bayview to partially wreck a Cadillac Escalade for use in an art installation in Manhattan. Very specifically, Plaintiffs refer to the agreement with Bayview and make no mention of me personally. See Exhibit “4,” specifically paragraph 25.

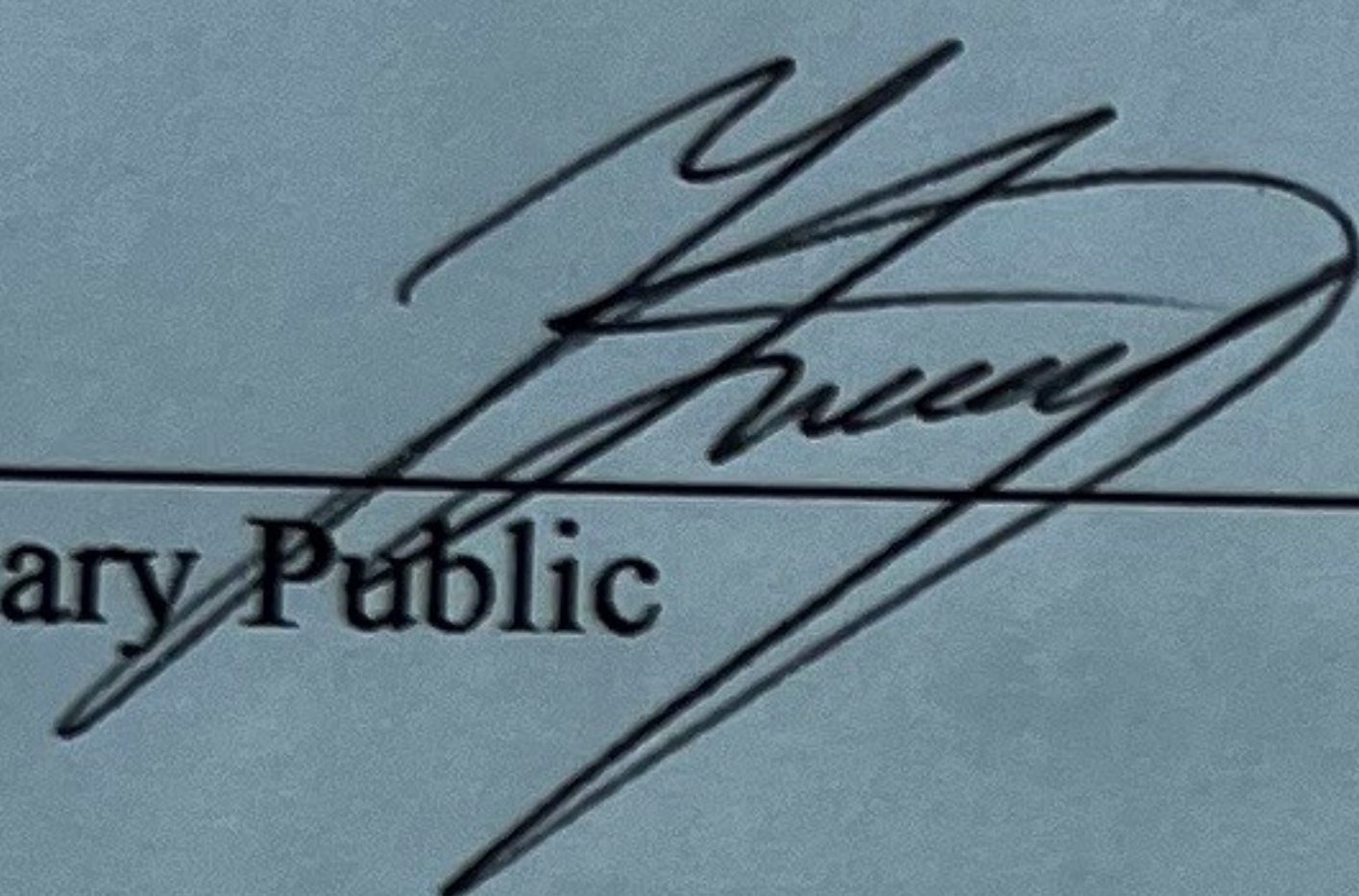
12. In fact, while I recall someone bringing an intact vehicle for wrecking, I have no direct recollection of any involvement in the process, or any direct dealings with Plaintiffs.

13. Inasmuch as any agreement and any activity undertaken in connection with that agreement was allegedly performed by Bayview or one of its employees, Plaintiffs have no claim against me personally, as I was not a party to the alleged agreement.

14. Accordingly, I ask the Court to set aside the default judgment, for leave to file an Answer, and for a stay on enforcement of the judgment.


Michael Fanelli

Sworn to before me this
16th day of January, 2025


Notary Public

GALINA LUTSKER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LU6196898
Qualified in Kings County
My Commission Expires November 24, 2028

01/16/25

HC: ab
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